

Exhibit 13

1 BRUCE L. MAILMAN (CNMI Bar #F0153)
 2 MAYA B. KARA (CNMI Bar #F0169)
 3 Mailman & Kara, LLC
 4 PMB 238 PPP, Box 10,000
 5 Saipan, MP 96950
 6 Tel:(670)233-0081
 7 Fax: (670)233-0090

E-FILED
 CNMI SUPERIOR COURT
 E-filed: May 8 2007 9:03PM
 Clerk Review: May 09, 2007
 Filing ID: 14755950
 Case Number: 06-0119-CV
 Elsa Duenas



6 CARLSMITH BALL LLP
 7 SEAN E. FRINK, (CNMI Bar #F0212)
 8 Carlsmith Building, Capitol Hill
 9 P.O. Box 5241
 10 Saipan, MP 96950-5241
 11 Tel No. 670.322.3455

12
 13 Attorneys for Defendants
 14 Prasada Reddy Goluguri, Pramuan
 15 Jaiphakdee, and Wilai Promchai

16
 17
 18
 19 IN THE SUPERIOR COURT
 20
 21 OF THE
 22
 23 COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

24 Joaquin Q. Atalig,
 25 Plaintiff,
 26 vs.
 27 OKP (CNMI) Corporation, *et al.*,
 28 Defendants.

CIVIL ACTION NO. 06-0119

29
 30 PRASADA REDDY GOLUGURI,
 31 PRAMUAN JAIPHAKDEE, AND
 32 WILAI PROMCHAI'S
 33 ANSWER TO
 34 THE SECOND AMENDED COMPLAINT

35 I.

36 ANSWER

37 Defendants Prasada Reddy Goluguri ("Goluguri"), Pramuan Jaiphakdee ("Jaiphakdee"),
 38 and Wilai Promchai ("Promchai") (hereinafter collectively referred to as the "Employee
 39 Defendants" and unless otherwise indicated, all responses within the Answer are made on
 40 behalf of the Employee Defendants), by and through their attorneys, hereby respond to each

1 and every numbered paragraph of the *Second Amended Complaint For Breach of Contract and*
2 *Tort Claims and For Relief Under the Open Government Meetings and Records Act and*
3 *Demand For Jury Trial* (the “SAC”) filed by Plaintiff Joaquin Q. Atalig (“Atalig”) as follows:

4 1. Answering Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,
5 19, 20, 21, 22, and 23, the allegations contained therein are merely argument, not well pleaded
6 facts, and therefore, do not require a response. If, however, it is determined that a response is
7 required, the allegations contained within Paragraphs 1 through 23 are denied.

8 2. Answering Paragraph 24, the Employee Defendants admit that this Court has
9 jurisdiction pursuant to Article IV, § 2 of the N.M.I. Constitution and 1 CMC § 3202. The
10 remaining allegations contained with Paragraph 24 are denied.

11 3. Answering Paragraph 25, the allegations contained therein are denied.

12 4. Answering Paragraph 26, the Employee Defendants have insufficient information
13 to form a belief whether the facts alleged in the paragraph are true and therefore the allegations
14 contained within this paragraph are denied.

15 5. Answering Paragraph 27, the Employee Defendants admit that OKP (CNMI)
16 Corporation is a CNMI Corporation. As to the remaining allegations contained in Paragraph 27,
17 the Employee Defendants have insufficient information to form a belief whether the facts alleged
18 in the paragraph are true and therefore the allegations contained within this paragraph are denied.

19 6. Answering Paragraph 28, the Employee Defendants have insufficient information
20 to form a belief whether the facts alleged in the paragraph are true and therefore the allegations
21 contained within this paragraph are denied.

22 7. Answering Paragraph 29, the Employee Defendants have insufficient information
23 to form a belief whether the facts alleged in the paragraph are true and therefore the allegations
24 contained within this paragraph are denied.

8. Answering Paragraph 30, it is admitted that Prasada Reddy Goluguri is a non-resident worker employed by OKP as a Project Engineer and that he is not licensed to practice engineering in the CNMI. The remaining allegations contained in Paragraph 30 are denied.

9. Answering Paragraph 31, it is admitted that Pramuan Jaiphakdee is a non-resident worker employed by OKP as a Heavy Equipment Operator. The remaining allegations contained within Paragraph 31 are denied.

10. Answering Paragraph 32, it is admitted that Wilai Promchai is a non-resident worker employed by OKP as a Heavy Equipment Operator and that the Court Ordered that he could not be sued for any alleged damage occurring prior to December 30, 2005. The remaining allegations contained within paragraph 32 are denied.

11. Answering Paragraph 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, and 43, the Employee Defendants have insufficient information to form a belief whether the facts alleged in these paragraphs are true and therefore the allegations contained within these paragraphs are denied.

12. Answering Paragraph 44, it is admitted that OKP and the Commonwealth Ports Authority entered into a construction contract related to the Rota International Airport runway. Regarding the remaining allegations contained within Paragraph 44, the Employee Defendants have insufficient information to form a belief whether the facts alleged are true and therefore the allegations are denied.

13. Answering Paragraphs 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, and 67 the Employee Defendants have insufficient information to form a belief whether the facts alleged in the paragraphs are true and therefore the allegations contained within this paragraph are denied.

14. Answering Paragraph 68, the Employee Defendants repeat and reallege their answers in response to the realleged paragraphs as though fully set forth herein.

1 15. Answering Paragraph 69, 70, 71, 72, 73, and 74, the Employee Defendants have
2 insufficient information to form a belief whether the facts alleged in the paragraphs are true and
3 therefore the allegations contained within the paragraphs are denied.

4 16. Answering Paragraph 75, the Employee Defendants repeat and reallege their
5 answers in response to the realleged paragraphs as though fully set forth herein.

6 17. Answering Paragraph 76, 77, and 78 the allegations contained therein are denied.

8 18. Answering Paragraph 79, the Employee Defendants repeat and reallege their
9 answers in response to the realleged paragraphs as though fully set forth herein.

10 19. Answering Paragraphs 80, 81, 82, and 83, the allegations contained therein are not
11 made against the Employee Defendants. Therefore, no answer to such allegations is required of
12 them. To the extent it is determined otherwise, the allegations contained within Paragraphs 80,
13 81, 82, and 83 are denied.

15 20. Answering Paragraph 84, the Employee Defendants repeat and reallege their
16 answers in response to the realleged paragraphs as though fully set forth herein.

17 21. Answering Paragraphs 85, 86, 87, 88 (including subparagraphs a through j), 89,
18 90, and 91, the Employee Defendants have insufficient information to form a belief whether the
19 facts alleged in these paragraphs are true and therefore the allegations contained within these
20 paragraphs are denied.

22 22. Answering Paragraph 92, the allegations constitute an intermediate prayer for
23 relief and contain no factual allegations and, as such, do not require an answer. To the extent it
24 is determined otherwise, the allegations contained within Paragraph 92 are denied.

25 23. Answering Paragraph 93, the Employee Defendants repeat and reallege their
26 answers in response to the realleged paragraphs as though fully set forth herein.

1 24. Answering Paragraph 94, 95, 97, 98, the Employee Defendants have insufficient
2 information to form a belief whether the facts alleged in the paragraphs are true and therefore the
3 allegations contained within the paragraphs are denied.

4 25. Answering Paragraphs 96 (including subparagraphs a through e), 99, and 100, the
5 allegations contained therein are denied.

6 26. Answering Paragraph 101, the allegations constitute an intermediate prayer for
7 relief and contain no factual allegations and, as such, do not require an answer. To the extent it
8 is determined otherwise, the allegations contained within Paragraph 101 are denied.

9 27. Answering Paragraph 102, the Employee Defendants repeat and reallege their
10 answers in response to the realleged paragraphs as though fully set forth herein.

11 28. Answering Paragraph 103, the Employee Defendants have insufficient
12 information to form a belief whether the facts alleged in the paragraphs are true and therefore the
13 allegations contained within the paragraphs are denied.

14 29. Answering Paragraphs 104, 105, and 106, the allegations contained therein are
15 denied.

16 30. Answering Paragraph 107, the allegations constitute an intermediate prayer for
17 relief and contain no factual allegations and, as such, do not require an answer. To the extent it
18 is determined otherwise, the allegations contained within Paragraph 107 are denied.

19 31. Answering Paragraph 108, the Employee Defendants repeat and reallege their
20 answers in response to the realleged paragraphs as though fully set forth herein.

21 32. Answering Paragraphs 109, 110, 111, and 112, the allegations contained therein
22 are denied.

1 33. Answering Paragraph 113, the allegations constitute an intermediate prayer for
2 relief and contain no factual allegations and, as such, do not require an answer. To the extent it
3 is determined otherwise, the allegations contained within Paragraph 113 are denied.

4 34. Answering Paragraph 114, the Employee Defendants repeat and reallege their
5 answers in response to the realleged paragraphs as though fully set forth herein.

6 35. Answering Paragraph 115 and 121, the Employee Defendants have insufficient
7 information to form a belief whether the facts alleged in the paragraphs are true and therefore the
8 allegations contained within the paragraphs are denied.

9 36. Answering Paragraphs 116, 117, and 118 the allegations contained therein are
10 denied.

11 37. Answering Paragraph 119, the allegations constitute an intermediate prayer for
12 relief and contain no factual allegations and, as such, do not require an answer. To the extent it
13 is determined otherwise, the allegations contained within Paragraph 119 are denied.

14 38. Answering Paragraph 120, the Employee Defendants repeat and reallege their
15 answers in response to the realleged paragraphs as though fully set forth herein.

16 39. Answering Paragraphs 122, 123, and 124, the allegations contained therein are
17 denied.

18 40. Answering Paragraph 125, the allegations constitute an intermediate prayer for
19 relief and contain no factual allegations and, as such, do not require an answer. To the extent it
20 is determined otherwise, the allegations contained within Paragraph 125 are denied.

21 41. Answering Paragraph 126, the Employee Defendants repeat and reallege their
22 answers in response to the realleged paragraphs as though fully set forth herein.

1 42. Answering Paragraphs 127, 128, and 129, the Employee Defendants have
2 insufficient information to form a belief whether the facts alleged in the paragraphs are true and
3 therefore the allegations contained within the paragraphs are denied.

4 43. Answering Paragraph 130, the allegations constitute an intermediate prayer for
5 relief and contain no factual allegations and, as such, do not require an answer. To the extent it
6 is determined otherwise, the allegations contained within Paragraph 130 are denied.

8 44. Answering Paragraph 131, the Employee Defendants repeat and reallege their
9 answers in response to the realleged paragraphs as though fully set forth herein.

10 45. Answering Paragraph 132, the allegations constitute an explanation of plaintiff's
11 theory of liability against defendant OKP (CNMI) Corporation ("OKP") and contain no factual
12 allegations and, as such, do not require an answer. To the extent it is determined otherwise, the
13 allegations contained within Paragraph 132 are denied.

15 46. Answering Paragraph 133, the allegations constitute an explanation of plaintiff's
16 theory of liability against the Employee Defendants and Defendant Chen and contain no factual
17 allegations and, as such, do not require an answer. To the extent it is determined otherwise, the
18 allegations contained within Paragraph 133 are denied.

19 47. Answering Paragraphs 134, 135, 136, 138, 139, 140, and 141, the allegations
20 contained therein are denied.

22 48. Answering Paragraph 137, the Employee Defendants have insufficient
23 information to form a belief whether the facts alleged in the paragraph are true and therefore the
24 allegations contained within Paragraph 137 are denied.

25 49. Answering Paragraph 142, the allegations constitute an intermediate prayer for
26 relief and contain no factual allegations and, as such, do not require an answer. To the extent it
27 is determined otherwise, the allegations contained within Paragraph 142 are denied.

1 50. Answering Paragraph 143, the Employee Defendants repeat and reallege their
2 answers in response to the realleged paragraphs as though fully set forth herein.

3 51. Answering Paragraphs 144, 145, 146, 147, 148, 149, 150, 151, and 152, the
4 allegations contained therein are not made against the Employee Defendants. Therefore, no
5 answer to such allegations is required of them. To the extent it is determined otherwise, the
6 allegations contained within Paragraphs 144, 145, 146, 147, 148, 149, 150, 151, and 152, are
7 denied.

8 52. Answering Paragraph 153, the allegations constitute an intermediate prayer for
9 relief and contain no factual allegations and, as such, do not require an answer. To the extent it
10 is determined otherwise, the allegations contained within Paragraph 153 are denied.

11 53. Answering Paragraphs 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164,
12 165, and 166, the allegations are contained therein are levied against a defendant other than the
13 Employee Defendants and, as such, do not require an answer. To the extent it is determined
14 otherwise, the allegations contained within Paragraphs 154, 155, 156, 157, 158, 159, 160, 161,
15 162, 163, 164, 165, and 166 are denied.

16 54. Answering Paragraph 167, the Employee Defendants repeat and reallege their
17 answers in response to the realleged paragraphs as though fully set forth herein.

18 55. Answering Paragraphs 168 and 169, the allegations are contained therein are
19 levied against a defendant other than the Employee Defendants and, as such, do not require an
20 answer. To the extent it is determined otherwise, the allegations contained within Paragraphs
21 168 and 169 are denied.

22 56. Answering Paragraph 170, the allegations constitute an intermediate prayer for
23 relief and contain no factual allegations and, as such, do not require an answer. To the extent it
24 is determined otherwise, the allegations contained within Paragraph 170 are denied.

57. The Employee Defendants deny all allegations in the SAC except for those allegations expressly admitted herein.

II. AFFIRMATIVE AND CERTAIN OTHER DEFENSES

As defenses to the SAC, the Employee Defendants set forth the following

1. Plaintiff fails to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred by the doctrine of unclean hands.
3. Plaintiff's claims are barred by the doctrine of Estoppel.
4. Plaintiff's claims are barred or limited by the doctrine of comparative fault.
5. Plaintiff's claims are barred or limited because plaintiff has not suffered damage because plaintiff has failed to mitigate damages.
6. Plaintiff's claims are barred or limited because the actions of the Employee Plaintiffs and others were at all relevant times reasonable and legal.
7. Plaintiff's claims are barred because he lacks standing to bring them.
8. Plaintiff's claims are barred or limited because he consented to the actions taken by the Employee Defendants.
9. This action should be dismissed or transferred for improper venue and/or under the doctrine of *forum non conveniens*.
10. The allegations contained within the SAC fail to state a claim upon which damages are available.

11. Plaintiff's demand for punitive damages is barred by the due process clause of the Fifth and Fourteenth Amendments of the United States Constitution and the corresponding language of the CNMI Constitution.

12. The allegations contained within the SAC fail to state a claim upon which restitution is available.

1 13. The allegations contained within the SAC fail to state a claim upon which
2 emotional distress damages are available.

3 14. The allegations contained within the SAC fail to state a claim upon which
4 payment for attorneys' fees and/or costs are available.

5 15. The allegations contained within the SAC fail to state a claim upon which a
6 temporary restraining order or injunction is available.

7 16. The allegations contained within the SAC fail to state a claim upon which interest
8 is available.

9 17. Plaintiff is not entitled to trial by jury for matters or issues arising in equity or for
10 claims in the amount of less than one thousand dollars.

11 18. Plaintiff's injuries are caused, in whole or in part, by his own negligent and/or
12 improper actions and not by any action of the Employee Defendants or others.

13 19. Plaintiff's claims are barred by the doctrine of laches.

14 20. Plaintiff's claims are barred or limited because plaintiff directed the Employee
15 Defendants to take the actions complained of.

16 21. Plaintiff's claims are barred against Defendant Promchai for any acts or
17 allegations occurring before December 30, 2005.

18 The Employee Defendants reserve their right to assert additional defenses if future
19 discovery reveals such defenses to be appropriate.

20 **WHEREFORE, The Employee Defendants** pray that:

21 1. Plaintiff take nothing by the Second Amended Complaint.
22 2. That in the event that Plaintiff is found to be entitled to any damages, the degree of
23 negligence, responsibility or fault of each party who contributed to said damages be determined
24 and the Employee Defendants be held liable only for that portion of damages which corresponds
25 to their individual degree(s) of fault or responsibility.

- 1 3. The Employee Defendants be awarded their costs of suit incurred herein.
- 2 4. For such other and further relief as the Court may deem just and proper.

3 DATED: May 8, 2007.

4

5 /s/

6 SEAN E. FRINK, CNMI BAR # F0212
7 CARLSMITH BALL, LLP

8 BRUCE L. MAILMAN (CNMI Bar #F0153)
9 MAYA B. KARA (CNMI Bar #F0169)
10 MAILMAN & KARA, LLC

11 Attorneys for Defendants Prasada Reddy
12 Goluguri, Pramuan Jaiphakdee, and Wilai
13 Promchai

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28